

**After Recording Return To: Spokane County Engineer
Attn.: Development Services Department**

County Road File No: RF2665

Document Title: *Temporary Blanket Easement for Offsite Drainage and Access*

Grantor(s): *Fox Enterprises, a Washington Limited Partnership*

Grantee(s): *Government, County of Spokane and Remington Hill Homeowners Association*

Abbreviated Legal Description: *A portion of SW¼ of Section 25, Township 25 North and Range 44 E W.M.*

Legal Description: *See Attached Exhibits A and B.*

Assessor's Tax Parcel Number: *A portion of Parcel No. 45255.9097, Sec 25T25NR44E*

SPOKANE COUNTY DIVISION OF ENGINEERING
Spokane County, Washington

**TEMPORARY BLANKET EASEMENT
FOR OFFSITE DRAINAGE AND ACCESS**

IN THE MATTER OF *Remington Hill 3rd Addition PUD* (Spokane County Project No. P1846C, hereinafter referred to as the "project")

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s), *Fox Enterprises, a Washington Limited Partnership* for and in consideration of Mutual Benefits, the receipts of which is hereby acknowledged, grants to Spokane County, a political subdivision of the State of Washington, and the *Remington Hill Homeowners Association*, a Temporary Blanket Easement for Offsite Drainage and Access (hereinafter referred to as the "Easement") over, under, upon, and across the real property legally described in the attached Exhibit A and B, situated Spokane County, State of Washington.

The Easement granted to Spokane County, its authorized agents and the *Remington Hill Homeowners Association*, is for the purpose of conveying, storing and disposing of stormwater drainage and/or runoff, over and across the Easement area, from the private road system within this plat per the accepted road and drainage plans and reports on file with Spokane County, including but not limited to disposal into a drainage facility or facilities located within the same above-described lands; and for allowing access over, to, upon, across and under this Easement area to inspect and perform emergency maintenance of these facilities.

The Grantor(s), the *Remington Hill Homeowners Association*, and/or their successors in interest, hereby agree not to obstruct, artificially collect or discharge additional flow into, across or adjacent to the above described land, other than what has been accepted by Spokane County during the road and drainage document review process for this project.

R. E. Excise Tax Exempt

Date 7/2

2004

Spokane County Treas.

By *meH*



The Grantor(s), the *Remington Hill Homeowners Association*, and/or their successors in interest, agree that Spokane County accepts no responsibility for maintaining this Easement. This Easement grant to Spokane County, its authorized agents, the *Remington Hill Homeowners Association*, and/or their successors in interest, the right of ingress and egress to, over, and from said Easement for the purpose of inspection and emergency maintenance of drainage facilities.

The Grantor(s), and/or their successors in interest hereby accept complete and total responsibility for the construction of the facilities located within this Easement per the accepted road and drainage plans on file in the office of the Spokane County Engineer.

Spokane County does not accept the responsibility of maintaining the drainage course on private lots or floodplain areas within private lots, nor the responsibility for any damage whatsoever, including, but not limited to, inverse condemnation to any properties due to deficient construction and/or maintenance of drainage courses in drainage easements on private property.

The *Remington Hill Homeowners Association*, and/or their successors in interest shall be responsible to maintain the natural drainage channels and drainage facilities located within this Easement area. The Grantor(s), the *Remington Hill Homeowners Association*, and/or their successors in interest shall be held responsible for keeping open and maintaining the surface path of natural or man-made drainage flow over and across the Easement area. Easement maintenance responsibilities shall include, but is not limited to mowing and irrigating, as necessary, keeping the area free of debris, keeping open the natural conveyance path, related culverts, structures, ditches, and drainage ponds, including the replacement of drainage facilities as needed, removing and disposing of the soil, grass, sod and ditch material located in drainage facilities situated within the easement at such time Spokane County deems necessary, and replacing the soil or grass. Easement maintenance responsibilities shall also include, but is not limited to, maintenance of the access with respect to the access road width, cross-sectional depth of material and composition of material. Easement maintenance responsibilities also include adherence to the Maintenance Plan criteria as prepared by Simpson Engineering for this project on file with Spokane County.

The Grantor(s), the *Remington Hill Homeowners Association*, and/or their successors in interest, hereby accept complete and total responsibility for the perpetual maintenance of the facilities located within this Easement. If the Grantor(s), the *Remington Hill Homeowners Association*, and/or their successors in interest, fail to maintain the facilities, a notice of such failure may be given to the Grantor(s), the *Remington Hill Homeowners Association*, and/or their successors in interest. If not corrected within the period indicated on said notice, Spokane County has the right to correct the maintenance failure, or have it corrected, at the expense of the Grantor(s), the *Remington Hill Homeowners Association*, and/or their successors in interest.

The Grantor(s), the *Remington Hill Homeowners Association*, and/or their successors in interest, hereby release Spokane County, and all of its officers, employees and agents from any responsibility or liability for any damage whatsoever including inverse condemnation by or to any and all persons or property arising out of or in any way incident to or attributable to the storm drainage within this easement.

Nothing in this Easement shall be construed to restrict the Grantor's, or their successors in interest, use of the afore described property to the extent that such uses do not interfere with the proper functioning and maintenance of the conveyance system and drainage pond facilities constructed therein.

Should the *Remington Hill Homeowners Association* be terminated for any reason, the successors in interest shall be the individual lot owners, or their successors in interest, who are members of the



Remington Hill Homeowners Association at the time of said termination. The successors in interest shall share equally in the responsibility and cost of maintaining said drainage facilities.

This Temporary Drainage Easement will vacate only upon the filing of a plat that includes either a Replacement Easement that has been reviewed, accepted and recorded by Spokane County, or has incorporated into it's design, facilities that can adequately contain, convey and/or dispose of the stormwater runoff intended to be contained, conveyed or disposed of in the original Temporary Drainage Easement area. Said Replacement Easement and supporting documents shall be submitted to the Spokane County Engineer for review, acceptance and recording prior to vacation of the original Temporary Drainage Easement and/or final plat of the affected parcel.

The Easement described hereinabove is to and shall run with the land in perpetuity, and shall be binding upon the owner, their heirs, successors and assigns, including the obligation to participate in the maintenance of the drainage facilities as provided herein. No modification of the boundaries of said Easement can be made with out prior written approval of Spokane County.

IN WITNESS WHEREOF I have hereunto set my hand(s) and seal(s) this 2 day of July, 2004.

Fox Enterprises, a Washington Limited Partnership

Signature: _____

By: James R. Fox

STATE OF WASHINGTON)

)ss.

COUNTY OF SPOKANE)



On this 2 day of July, 2004, before me, the undersigned, a Notary in and for the State of Washington, duly commissioned and sworn, personally appeared James R. Fox of Fox Enterprises, a Washington limited Partnership, to me known to the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Michael Call
NOTARY PUBLIC in and for the State of Washington, residing at Spokane.

My commission expires: 12-1-05.

MICHAEL A CALL
Print Name



IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s) this 2 day of July, 2004.

Fox Enterprises, a Washington limited Partnership

Signature: Marilyn Church
By: Marilyn Church

STATE OF WASHINGTON)
)ss.
COUNTY OF SPOKANE)

On this 2 day of July, 2004, before me, the undersigned, a Notary in and for the State of Washington, duly commissioned and sworn, personally appeared Marilyn Church of Fox Enterprises, a Washington limited Partnership, to me known to the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Michael Call
NOTARY PUBLIC in and for the State of Washington, residing at Spokane.
My commission expires: 12-1-05
MICHAEL A CALL
Print Name

Unofficial Document



A temporary blanket easement for offsite drainage
from Remington Hill 3rd Addition

An easement for storm drain system and maintenance access over, under and across the North 1100 feet of the South 1900 feet of the East 1200 feet of the SW ¼ of Section 25, T. 25 N., R. 44 E.W.M.

EXCEPT the North 500 feet of the South 1900 feet of the West 600 feet of the East 1200 feet of the SW ¼ of Section 25, T. 25 N., R. 44 E.W.M.

Situate in the County of Spokane, State of Washington.

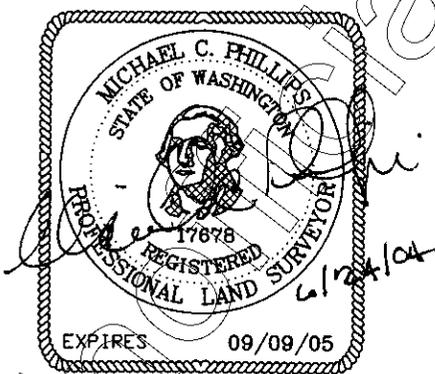


EXHIBIT A

OFFSITE DRAINAGE EASEMENT
REMINGTON HILL 3RD ADDITION
SW 1/4 SEC. 25. T. 25 N., R. 44 EWM

Founded 1946
Simpson Engineers, Inc.
CIVIL ENGINEERS & LAND SURVEYORS
N. 909 ARGONNE ROAD, SPOKANE WA., 99212-2789
PHONE (509) 926-1322 FAX (509) 926-1323

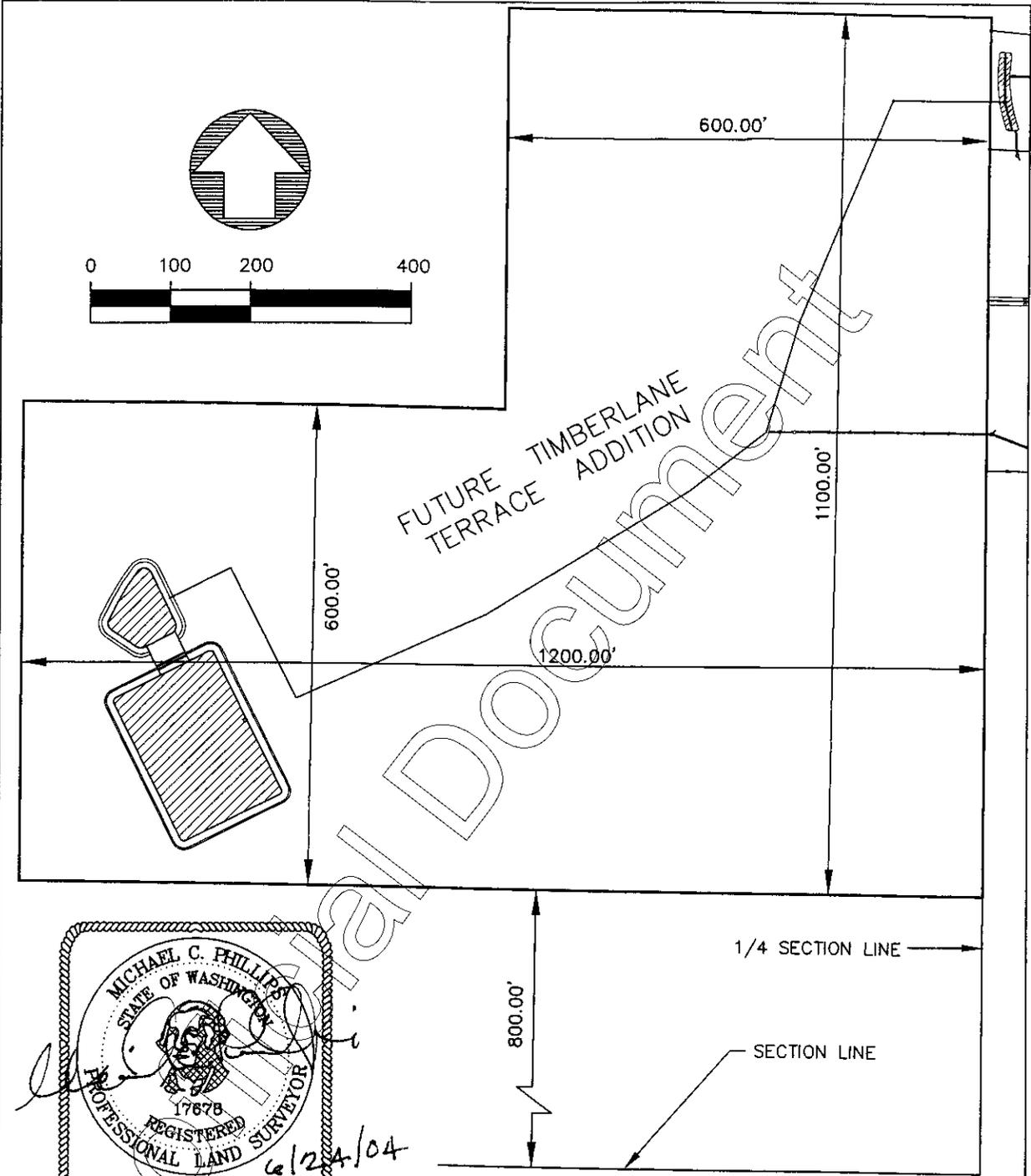


EXHIBIT B

OFFSITE DRAINAGE EASEMENT
 REMINGTON HILL 3RD ADDITION
 SW 1/4 SEC. 25. T. 25 N., R. 44 EWM

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